

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Contract for 401 (k) plan administrator, as outlined in section “C” of the statement of work.

Base year	2012	Total_____
Option 1	2013	Total_____
Option 2	2014	Total_____
Option 3	2015	Total_____
Option 4	2016	Total_____

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE SPECIFICATIONS

401(k) Plan Administrator

I. INTRODUCTION

The National Credit Union Administration (“NCUA” or “the Agency”), an independent agency of the U.S. Government, is seeking proposals from qualified, experienced contractors to assist in developing and administering a new employee 401(k) retirement plan that NCUA intends to implement in the first half of 2012. NCUA envisions entering into a multi-year contract, with renewal options, with the winning bidder.

II. BACKGROUND

- a. Agency Mission and Structure. NCUA is an independent agency of the Executive Branch of the United States responsible for regulating and insuring federally-chartered credit unions and for insuring the vast majority of state-chartered credit unions. It does not receive Congressionally-appropriated funds. NCUA is managed by a three-member board appointed by the President and confirmed by the Senate. NCUA administers the National Credit Union Share Insurance Fund, which insures the member deposits of the nation’s approximately 7,339 federally-insured credit unions. NCUA is headquartered in Alexandria, Virginia, and has five Regional Offices located in Albany, New York; Alexandria, Virginia; Atlanta, Georgia; Austin, Texas, and Tempe, Arizona. Field employees are stationed in more than 200 duty stations located throughout the continental United States, Alaska, Hawaii, and Puerto Rico. NCUA is permitted by federal law to set the pay and benefits of its employees independently of the General Schedule, subject to collective bargaining, and is not subject to the Federal Acquisition Regulation. Additional information about NCUA is available at www.ncua.gov.
- b. Payroll Administration. NCUA’s time and attendance, personnel, and payroll services provider is the General Services Administration (“GSA”), a Federal shared services provider, located in Kansas City, Missouri. NCUA employees are paid on a biweekly basis utilizing GSA. NCUA uses Delphi, an Oracle v.11 system, for its financial management and is hosted by the Enterprise Services Center, a sub agency of the Department of Transportation’s Federal Aviation Administration located in Oklahoma City, Oklahoma. The Delphi system manages the general ledger and processes all payments. NCUA maintains its books under Generally Accepted Accounting Principles and performs budgetary accounting entries for Federal reporting purposes.
- c. FERS, CSRS, and TSP Participation. NCUA has 1,209 employees who are eligible to participate in the Federal Employees Retirement System (“FERS”) or the Civil Service Retirement System (“CSRS”), both defined benefit plans. Approximately 92% of NCUA employees participate in FERS and 8% in CSRS. Both FERS and CSRS employees are also eligible to participate in the Thrift Savings Plan (“TSP”), the federal employee tax deferred defined contribution plan. Approximately 91% of NCUA FERS employees make voluntary contributions to the TSP.

d. Collective Bargaining Agreement. The National Treasury Employees Union (“NTEU”) represents a bargaining unit of approximately 81% of NCUA employees. NTEU and NCUA entered into their second term Collective Bargaining Agreement (a “CBA”) effective November 1, 2011, for a term of three years. If a successor CBA is not adopted by the end of the term, the present CBA will remain in effect pending adoption of a new CBA. The CBA provides for NCUA to establish for its employees, independently of the TSP, a 401(k) tax deferred defined contribution plan, the “NCUA Savings Plan” (“the Plan”), to commence in 2012. NCUA is committed to the Plan as an ongoing, long-term benefit that is a permanent, integral component of the entire employee compensation package. As such, Plan participation will be extended to all bargaining unit and non-bargaining unit employees (each a “participant”).

e. Plan Contributions. In each year of the CBA (2012, 2013 and 2014), NCUA will make an automatic “non-elective contribution” of 3 percent of annual salary (national pay rate + locality pay) to each participant’s Plan account regardless whether the participant makes his or her own “elective contribution.” Participants may make “elective contributions” up to the Internal Revenue Service annual “elective contribution” limit (“IRS limit”) and, to the extent permitted by law, may “roll over” their TSP account or individual retirement account balances into the Plan.

In the first year of the CBA (2012), there is no Agency matching contribution; the Agency’s only contribution is its automatic 3 percent “non-elective contribution.” During the second and third years of the CBA (2013 and 2014), participants’ “elective contributions” will be matched by an Agency “matching contribution” up to a designated maximum in each year. As shown in the tables below, the maximum Agency “matching contribution” in each such year will depend on whether a Congressionally-mandated freeze on federal employee pay (*i.e.*, Federal pay freeze) is in effect.

If a Federal pay freeze is in effect in 2013 and 2014, NCUA’s maximum “matching contribution” for each of those years (in addition to the automatic 3 percent “non-elective contribution”) will be 1 percent and 2 percent of salary, respectively. In that case, assuming a participant’s “elective contribution” equals or exceeds the year’s Agency “matching contribution” limit, the Agency’s combined “non-elective contribution” and “matching contribution” would be 4 percent of salary in 2013 and 5 percent of salary in 2014.

<i>Plan Year</i>	<i>Federal Pay Frozen in Years 2 and 3</i>			
	<i>Agency Non-Elective Contribution</i>	<i>Maximum Employee Elective Contribution</i>	<i>Maximum Agency Matching Contribution</i>	<i>Agency Maximum Combined Contributions</i>
2012	3%	Up to IRS limit	None	3%
2013	3%	Up to IRS limit	Up to 1%	4%
2014	3%	Up to IRS limit	Up to 2%	5%

If no Federal pay freeze is in effect in 2013 or 2014, the maximum NCUA “matching contribution” for those years will be 0.5 percent and 1 percent of salary, respectively. In that case, assuming a participant’s “elective contribution” equals or exceeds the year’s Agency “matching contribution” limit, the Agency’s combined “non-elective contribution” and “matching contribution” would be 3.5 percent of salary in 2013 and 4 percent of salary in 2014.

Plan Year	No Federal Pay Freeze in Years 2 and 3			
	Agency Non-Elective Contribution	Maximum Employee Elective Contribution	Maximum Agency Matching Contribution	Agency Maximum Combined Contributions
2012	3%	Up to IRS limit	None	3%
2013	3%	Up to IRS limit	Up to 0.5%	3.5%
2014	3%	Up to IRS limit	Up to 1%	4%

If no successor CBA is in place when the current CBA expires, the 2014 annual contribution levels and maximums will apply in each additional year in which the current CBA remains in force pending adoption of a successor CBA. Consistent with NCUA's long-term commitment, the Plan itself will continue under each successive CBA; however, the levels of annual Agency "non-elective contributions" and "matching contributions" may be adjusted through collective bargaining.

In any event, as it does with the TSP, NCUA will encourage its employees to maximize their "elective contributions" to the Plan in order to benefit from Agency "matching contributions" and to provide for their retirement income. Using the present 91 percent TSP participation rate of the Agency's FERS employees as a guide, it is reasonable to be optimistic that Plan assets will grow relatively rapidly.

f. In-House Plan Oversight. NCUA intends to appoint an in-house Plan Administrator and an Oversight Committee responsible for coordinating the Plan's investment policies, selecting investment options, and setting the terms and conditions of the Plan itself. The Committee may consist of representatives of management and bargaining unit and non-bargaining unit employees, who will serve as the Plan trustees.

III. STATEMENT OF WORK

NCUA seeks the services of an experienced vendor with demonstrated in-house capability and expertise in developing a new 401(k) plan and in providing the comprehensive bundled services needed to administer such a plan for NCUA. Accordingly, your proposal in response to this Request for Proposals ("RFP") should address, *at a minimum*, the items in each of the categories below. For ease of comparison, please respond in corresponding numbered format. Finally, each vendor should feel free to address additional topics, issues, or services it believes NCUA should consider in evaluating its proposal.

a. Technical Factors

i. Bundled Services. Ability to provide a comprehensive package of bundled plan implementation and administration services to include without limitation: plan creation, plan administration, recordkeeping, investment management, trustee services, consultation on applicable legal and regulatory restrictions and requirements (e.g., ERISA, IRS, Department of Labor), interface with payroll providers, and employer and employee training and education. Please cite examples of prior experience in timely implementing new 401(k) programs that provided a full menu of bundled 401(k) services for organizations similar to NCUA.

ii. Payroll Interface. Ability to fully automate all payroll data and interfaces including: (1) experience in building direct interfaces to payroll providers (as NCUA's payroll provider, GSA, requires); (2) ability to provide header and trailer records on files imported into the payroll provider (as GSA requires); and (3) ability to process biweekly contributions to correspond with NCUA's payroll cycle.

iii. Asset Classes and Fund Selection. Ability to recommend type, range and number of asset classes and funds that should be represented in the Plan both initially and as the Plan's fund balances increase, and ability to include in the Plan, directly or indirectly, a sufficient choice of investment funds, including low-cost funds.

iv. Employee Education. Ability to produce educational brochures and materials to educate employees; ability to customize written materials and vendor's website with the NCUA logo and other relevant NCUA Plan information; ability to provide a calculator for employees to maximize contributions and matching between the Plan and the TSP; ability of vendor to assist the NCUA in-house Plan Administrator and Oversight Committee; ease of use and completeness of the vendor's website; and vendor's reputation among, and ratings by, other independent organizations.

v. Prototype plan. Ability to provide an IRS-compliant prototype plan and to obtain IRS approval of plan amendments; recommendation whether a prototype plan or a custom plan is more advantageous to NCUA.

vi. Implementation Schedule. Ability to implement Plan within first half of calendar year 2012, including an organized deployment schedule; and ability to collect and hold Agency "non-elective" and employee "elective" contributions to be applied retroactively to January 1, 2012, on a tax-deferred basis pending mid-2012 commencement of the Plan.

vii. Implementation and Administration Teams. Resumes for members of vendor's plan implementation team, and for key members of its plan administration team (e.g., fiduciary administrator, investment representative(s) who regularly consult with NCUA's Oversight Committee).

viii. Participant Loans and Testing. Ability to provide processing of participant loans, perform IRS-mandated nondiscrimination testing (i.e., highly compensated), and address ERISA/IRS "top-heavy" rules.

ix. Women and Minority Ownership/Subcontracts. Address extent to which the vendor is minority- or women-owned and/or subcontracts to minority- and women-owned firms.

x. Audited Financial Statements. Ability to provide audited financial statements and SAS 70 (or equivalent) audit report and plan to remediate SAS 70 findings in 12 months or less.

b. Pricing Factors

i. Implementation/Set-up Costs. Itemization of one-time implementation/ setup costs and the grand total dollar amount to yield a quality product at a reasonable price.

ii. Recurring Annual Charges. Itemization of recurring annual plan charges for each year over a 5-year period, and grand total 5-year cost using NCUA Plan Information set forth in Appendix "A" below. Plan charges should include all bundled services. Although each charge

may be expressed differently (e.g., amount, per account, percentage), the 5-year grand total cost must be expressed as a single dollar amount.

iii. Division of Fees and Expenses. Comprehensive breakdown of annual expenses per recommended fund, and recommendation on how to initially allocate fund expenses between NCUA and each fund, in view of the effect on the fund participants' returns.

IV. SUBMISSION OF PROPOSALS AND AWARD

Proposals in response to this RFP must be submitted to NCUA no later than Friday, January 6, 2012. Vendors should send an electronic version of their proposal by e-mail to Contracting Specialist Sharon Holeman at sharonh@ncua.gov, and 10 hard copies by mail or overnight courier to: NCUA, Attention: Contracting Specialist Sharon Holeman, 1775 Duke Street, Alexandria, VA 22314-3428. Please do not hand deliver proposals. You may contact Ms. Holeman by e-mail with any questions before submitting your proposal.

NCUA reserves the right to select the winning vendor based solely on the written proposals submitted, to ask certain vendors to provide additional information, and to ask certain vendors to participate in an interview about their written proposals.

The winning proposal will be selected by January 31, 2012. Notice of the award will be provided by NCUA's Contracting Officer to the point of contact designated by each vendor. The award will be selected on the basis of both cost and evaluation of the vendors technical ability to deliver a quality product in a timely manner. Cost will be weighed 20 percent and technical ability will be weighed 80 percent.

APPENDIX A

Plan Information—NCUA Savings Plan

Plan operational information

Number of eligible employees: 1,209 authorized full-time equivalent for 2011

Payroll provider: GSA National Payroll Branch (BCEC), 1500 E. Bannister Rd., Kansas City, MO 64131

Payroll frequency: Biweekly

Annual payroll in 2012: \$135.98 million (estimated)

Average employee adjusted base salary: \$103,539

Plan contribution information

Employer automatic non-elective contribution rate: 3% of adjusted base salary (national pay rate + locality pay), biweekly

Projected cash flow from Agency's automatic 3 percent "non-elective contributions":

\$3.71 million in 2012;

\$3.90 million in 2013*; and

\$4.09 million in 2014.*

*Varies from 2012 amount due to payroll increases reflecting promotion-based salary increases.

Plan features

Catch-up deferral for employees age 50 or older: Allowed

Loans to Participants: Allowed

Employee eligibility and vesting: Immediate upon hire

Rollover accounts, post-tax feature, distribution options, Roth, annuity, income protection: Under consideration subject to IRS regulations and bidder recommendations.

SECTION D - PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Contractor.

D.2 Marking

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Government Personnel Roles

Contracting Officer: The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he may delegate certain other responsibilities to his authorized representatives.

E.2 Performance Evaluation

The successful offeror on this contract will have his performance evaluated by NCUA. The evaluation will be used to determine suitability for future NCUA contracts. The contractor will have the opportunity to review and comment on the evaluation

E.3 52.246-4 Inspection of Services--Fixed-Price. (AUG 1996)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Place of Performance. The services to be provided under this contract shall be provided or procured by NCUA

F.2 Term of Contract. After award, the successful contractor will be given a written notice. Services shall commence on the date specified in the order issued to proceed. Work under this contract is expected to commence upon award. Following is a listing of the periods of performance under the contract:

INITIAL PERIOD (2012)
OPTION 1 PERIOD (2013)
OPTION 2 PERIOD (2014)
OPTION 3 PERIOD (2015)
OPTION 4 PERIOD (2016)

F.3 Commencement of Services: All services required under this contract shall commence on the date listed on the notice to proceed issued by the Contracting Officer.

F.4 Option to Extend the Term of the Contract. The Government shall have the unilateral option of extending the term of this contract for four (4) one-year periods (see FAR Clause 52.217-9, "Option to Extend the Term of the Contract,")l The terms and conditions contained in the contract shall apply to each option exercised. Options shall be exercised upon notification (mailed or otherwise furnished) to the contractor at least thirty calendar days prior to the expiration of the contract. The total duration of the contract, including the exercise of any options, shall not exceed five (5) years.

F5. Option to Extend Services. If it is determined by the Government that for administrative, technical, legal or other reasons, award of a successor contract cannot be made on a timely basis, the Government shall have the unilateral option of extending the services of this contract. Such notice of intent to extend service shall be given to the contractor in writing at the earliest possible time, but not less than 15 days prior to the contract expiration date (see FAR Clause 52.217-8, "Option to Extend Services," contained in Part II, Section I).

It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on contractor, and that extension of service shall in no event exceed 6 months.

The monthly contract price to be paid during the extension period shall be established solely in accordance with FAR Clause 52.222-43, "Fair labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)", contained in Part II, Section I.

F.6 **F.1 52.242-15 Stop-Work Order. (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause.

Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT MANAGEMENT

- (a) Contracting Officer – Michael J. Kole
- (b) Contract Specialist – SHARON HOLEMAN

Contracting Officer's Technical Representative (COTR) –Mike McNeill
[End of Clause]

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE RESPONSIBILITIES AND LIMITATIONS

- (a) Functions and Limitations. Mike McNeill, phone 703/518-6572 is designated the cognizant COTR who will represent the contracting officer in the administration of technical details within the scope of the contract and inspection and acceptance. He/she is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the National Credit Union Administration. The COTR does not have the authority to alter the contractor's obligations or change the terms and conditions in the contract. If, as a result of technical discussions, it is desirable to alter/change contract terms and conditions, changes will be issued in writing and signed by the contracting officer.
- (b) Direction and Monitoring. The performance of the work hereunder shall be subject to the technical direction of the COTR with respect to technical matters. The COTR and the contractor's project manager shall work together closely to ensure that all contractual requirements are being met. The term "Technical Directions and Monitoring" is defined to include the following, where applicable:
 - (1) Directions to the contractor which provide necessary details, shift work emphasis between work areas or tasks; require pursuit of certain lines of inquiry in the carrying out of specialized duties; and which otherwise facilitate the performance of the contract.
 - (2) Information of the contractor which assists in the interpretation of drawings (if required), specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of all deliverables, including technical reports, drawings (if required), specifications, and technical information.
 - (4) Technical direction must be within the general scope of work stated in the contract. The COTR does not have the authority to issue any technical direction which:
 - (a) Constitutes an assignment of additional work outside the general scope of the contract.

- (b) Constitutes a change as defined in the contract clause entitled – “change.”
 - (c) In any manner causes an increase in the total price or cost (including the fee, if any) or the time required for contract performance.
 - (d) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (e) Interferes with the contractor’s right to perform the terms and conditions of the contract.
 - (f) Authorizes the contractor, if this is a cost reimbursement – type contract, to incur costs in excess of the estimated costs or other limitations on costs or funds set forth in the contract.
- (5) All technical directions shall be issued, in writing, by the COTR or shall be confirmed, in writing, within five working days after verbal issuance.
 - (6) The contractor shall proceed promptly with the performance of the technical directions duly issued by the COTR in the manner prescribed by this provision.
 - (7) If, in the opinion of the contractor, any instructions or directions issued by the COTR are within one of the categories defined in (4)(a) through (4)(f) above, the contractor shall not process but shall notify the contracting officer, in writing, within five working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. This request may be verbal if time does not permit the five-day requirement, but must be followed up in writing.
 - (8) Upon receiving such notification from the contractor, the contracting officer shall issue an appropriate contract modification to advise the contractor in writing or verbally (which will be documented in writing) that, in his opinion, the technical direction is within the scope of this article and does not constitute a change under the “Changes” clause of the contract.
 - (9) The contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instructions or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled, “Dispute.” (See Section I) However, nothing in this article shall excuse the contractor from proceeding diligently with the contract performance during any dispute.

[End of Clause]

G.3 INVOICES

Invoices shall be submitted in accordance with the General Contract Provisions and delivered

electronically or mailed to:

By U.S. Mail:

NCUA Accounts Payable Branch, AMZ-160
P.O. Box 25710
Oklahoma City, OK 73125

By overnight mail (e.g., FedEx, UPS):

NCUA Accounts Payable Branch, AMZ-160
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

By email (e.g., PDF):

NCUA-Approvals@faa.gov

By fax:
405/954-1525

Invoices for services provided by outside vendors and billed collectively to the management company must be accompanied by the actual invoice for services or a copy of the general ledger spreadsheet highlighting NCUA's portion of charges.

Invoices shall contain the following information:

- (a) Contract and/or purchase order number
- (b) Item numbers
- (c) Description of supplies or services
- (d) Size
- (e) Quantities
- (f) Unit prices
- (g) Extended totals

G.4 DISCOUNTS FOR PROMPT PAYMENT (JULY 1985)

- (a) If the contract includes a discount for prompt payment, the government will take the discount on all invoices submitted under the contract when payment is made within the discount period specified.
- (b) If the contractor offers discounts on individual invoices submitted under this contract, the government will take the discount when payment is made within the discount period specified; however, the discount will be binding on the contractor only for that particular invoice on which the discount is offered.
- (c) Computation of time for taking prompt payment discounts will be in accordance with clause 52.232-8, "Discounts for Prompt Payment."

[End of Clause]

G.5 INTEREST ON OVERDUE PAYMENTS

- (a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract. It requires the payment to the contractor of interest on overdue payments (except for advance and progress payments) and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

[End of Clause]

G.6 METHOD OF PAYMENT

Payments under this contract will be made either by check or wire transfer through the Treasury Financial Communications System at the option of the government. The contractor shall forward the following information in writing to the contracting officer not later than seven days after receipt of notice of award:

- (a) Full name (where practicable). Title, phone number, and complete mailing address of responsible official(s) to whom check payments are to be sent, and who may be contacted concerning the bank account information requested below.
- (b) The following bank account information is required to accomplish wire transfers:
 - (1) Name, address, and telegraphic abbreviation of the receiving financial institution.
 - (2) Receiving financial institution's nine-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)
 - (3) Recipient's name and account number at the receiving financial institution to be credited with the funds.
 - (4) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:
 - (a) Address and telegraphic abbreviation of the correspondent financial institution.
 - (b) The correspondent financial institution's nine-digit ABA identifying number for routing transfer of funds.

- (c) Any changes to the information furnished under paragraphs G.3.a and b of this section shall be furnished in writing to the paying office as shown on SF-33 at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.
- (d) The document furnishing the information required in G.6.b(4)(b) and (c) must be dated and contain the signature, title, and telephone number of the contract official authorized to provide it, as well as the contractor's name and contract number.

[End of Clause]

G.7 PAYMENTS DUE DATE

- (a) Payments under this contract will be due on or before the 30th calendar day after the later of:
 - (1) The date of actual receipt of proper invoice in the office designated to receive the invoice, or
 - (2) The date the supplies or services, including contractually allowed partial deliveries or partial performance periods, are accepted by the government.
- (b) For the purpose of determining the due date for payment and for no other purpose, unless specific acceptance criteria is stated elsewhere in the contract, acceptance will be deemed to occur on the 5th calendar day after the date of delivery of the supplies or performance of the services in accordance with the terms of the contract.
- (c) If the supplies are rejected or the services are not acceptable due to failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph G.4.b of this section will apply to the new delivery of replacement supplies or performance of the services.
- (d) If the contract contains provisions for regular cyclical payments which are made without the generation of an acceptance document or certification of the contractor's invoice (such as for periodic lease payments). Acceptance will be deemed to occur on the day following the end of the month or other contractually stated invoicing and payment period.
- (e) Construction and other contracts which allow progress (not partial) or advance payments for financial purposes are exempt from the provisions of the Prompt Payment Act except as regards final payment for which acceptance criteria are stated elsewhere in the contract.
- (f) The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be construed to be the date payment is made.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT NOT AFFECTED BY ORAL AGREEMENT

No oral agreement of any person shall modify or otherwise affect the scope of work of other terms and conditions, as herein stated. All modifications shall be in writing and signed by the contracting officer.

[End of Clause]

H.2 NOTICE TO THE GOVERNMENT OF DELAYS

- (a) In the event the contractor encounters difficulty in meeting performance requirements, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the contracting officer and COTR, in writing, giving pertinent details; provided, however, that this data shall be information only in character and shall not be construed as a waiver by the government of any schedules or data or of rights or remedies provided by law or under this contract. Failure to give timely notice, however, may in itself, constitute a default under this contract and preclude later consideration of any request for any extension of the contract period.
- (b) This notice shall state circumstances and estimated time of delay.
- (c) Each such notice submitted to the government shall be evaluated on its own merit and the contractor shall be notified, in writing, by the contracting officer of the government's decision.

[End of Clause]

H. 3 GOVERNMENT/CONTRACTOR RELATIONSHIPS

The Government and contractor understand and agree that the services to be provided under this contract by the contractor to the government are non-personal services. The parties recognize that no employer-employee relationship exists or will exist under this contract. The contractor contracts with the Government to furnish the specified services fully described herein and is accountable to the government ONLY for furnishing such services, materials, or work ordered. For the purpose of this contract, the contractor's employees shall not be subject to the supervision of a Federal office or employees while engaged in the performance of its duties.

[End of Clause]

H.4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

The Contracting Officer, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the government. As a service contract, the government shall be liable only for payment in accordance with the payment provisions of this contract for services adequately and

correctly rendered prior to the effective date of termination.

[End of Clause]

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.2 52.202-1 Definitions. July 2004

I.3 52.203-3 Gratuities. APR 1984

I.4 52.203-5 Covenant Against Contingent Fees. APR 1984

I.5 52.203-7 Anti-Kickback Procedures. OCT 2010

**I.6 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
Jan 1997**

I.7 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997

**I.8 52.203-11 Certification and Disclosure Regarding Payments to influence Certain Federal
Transactions SEPT 2007**

I.9 52.203-12 Limitation on Payments to influence Certain Federal Transactions OCT 2010

I.10 52.204-4 Printing/Copying Double-Sided on Recycled Paper. MAY 2011

I.11 52.204-5 Women-Owned Business (Other than Small Business) May 1999

I.12. 52.204-7 Central Contractor Registration APR 2008

**I.13 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment. DEC2010**

I.14 52.215-2 Audit and Records OCT 2010

I.15 52.215-8 Order of Precedence--Uniform Contract Format. OCT 1997

I.16 52.217-8 Option to Extend Services. (NOV 1999)

Notice to the Contractor within 30 days.

I.17 52.217-9 Option to Extend the Term of the Contract. MAR 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.18 52.219-8 Utilization of Small Business Concerns. JAN 2011

I.19 52.219-9 Small Business Subcontracting Plan. JAN 2011

I.20 52.222-3 Convict Labor. JUNE 2003

I.22 52.222-21 Prohibition of Segregated Facilities FEB 1999

I.23 52.222-22 Previous Contracts and Compliance Reports FEB 1999

I.24 52.222-26 Equal Opportunity. MAR 2007

I.25 52.222-35 Equal Opportunity for Veterans SEPT 2010

I.26 52.222-36 Affirmative Action for Workers with Disabilities. OCT 2010

I.27 52.222-37 Employment Reports Veterans, SEPT 2010

I.28 52.222-38 Compliance with Veterans' Employment Reporting Requirements SEP 2010

I.29 52.222-41 Service Contract Act of 1965 NOV 2007

I.30 52.222-43 Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple year and Option Contracts) SEP 2009
I.31 52.222-50 Combating Trafficking in Persons FEB 2009
I.32 52.223-6 Drug-Free Workplace. MAY 2001
I.33 52.227-1 Authorization and Consent. DEC 2007
I.34 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement DEC 2007
I.35 52.227-14 Rights in Data General DEC 2007
I.36 52.229-3 Federal, State, and Local Taxes. APR 2003
I.37 52.230-2 Cost Accounting Standards OCT 2010
I.38 52.230-3 Disclosure and Consistency of Cost Accounting Practices OCT 2008
I.39 52.230-6 Administration of Cost Accounting Standards JUNE 2010
I.40 52.232-1 Payments. APR 1984
I.41 52.232-8 Discount for Prompt Payment FEB 2002
I.42 52.232-11 Extras APR 1984
I.43 52.232-17 Interest. Oct 2010
I.44 52.232-23 Assignment of Claims. JAN 1986
I.45 52.232-24 Prohibition of Assignment of Claims JAN 1986
I.46 52.232-25 Prompt Payment. OCT 2008
I.47 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration OCT 2003
I.48 52.204-1 Approval of Contract. DEC 1989

As prescribed in 4.101, insert the following clause:

APPROVAL OF CONTRACT DEC 1989

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

I.49 52.233-1 Disputes JULY 2002
I.50 52.233-3 Protest after Award. AUG 1996
I.51 52-233-4 Applicable Law for Breach of Contract Claim OCT 2004
I.52 52-237-3 Continuity of Services JAN 1991
I.53 52.242-13 Bankruptcy. JUL 1995
I.54 52.243-1 Changes – Fixed-Price. AUG 1987 -- Alternate II APR 1984
I.55 52.244-5 Competition in Subcontracting. DEC 1996
I.56 52.245-1 Government Property (Fixed – Price Contractor) AUG 2010
I.57 52.246-4 Inspection of Services – Fixed Price AUG 1996
I.58 52.249-2 Termination for Convenience of Govt. (Fixed Price) MAY 2004
I.59 52.249-8 Default Fixed-Price Supply and Services APR 1984
I.60 52.251-1 Government Supply Sources. AUG 2010
I.61 52.253-1 Computer Generated Forms. JAN 1991

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 Certificate of Independent Price Determination. (APR 1985

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must

furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

K.4 52.209-5 Certification Regarding Responsibility Matters. (DEC 2008)

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In

the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.215-1 Instructions to Offerors - Competitive Acquisition. (FEB 2000)

52.215-1 Instructions to Offerors—Competitive Acquisition.

As prescribed in [15.209\(a\)](#), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in

the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.2 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price type of contract resulting from this solicitation.

L.3 52.233-2 Service of Protest. (SEPT 2006)

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer. [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.5 RFP AND CONTRACT SCHEDULE

The National Credit Union Administration (NCUA) invites qualified vendors to submit a proposal to provide the services set forth in Section C of this solicitation in accordance with the following schedules:

- | | | |
|-----|-------------------------------|-----------|
| (a) | Release of RFP | 12/8/2011 |
| (b) | Submission of Proposals | 1/9/2012 |
| (c) | Anticipated Contract Award(s) | 1/31/2012 |

L.6 CONDITIONS

- (a) This request does not commit NCUA to pay any cost incurred in the preparation and submission of any proposal. Further, no costs may be incurred in anticipation of a contract with the exception that any costs incurred at the offeror's risk may be later charged to any resulting contract to the extent that they would have been allowable if incurred after the date of the contract and only to the extent and subject to conditions identified by the contracting officer in writing prior to the performance of any pre-contract work. The contracting officer is the sole authority to legally commit NCUA to expenditure of funds for the procurement.
- (b) This RFP in no way obligates NCUA to award a contract(s), and NCUA reserves the right to reject any and all offers for any reason it may see fit.

- (c) NCUA reserves the right to award to other than the low price offeror.
- (d) NCUA reserves the right to make an award, after receipt of proposals, without further discussion. Therefore, it is emphasized that all proposals should be submitted initially on the most favorable terms from a price and technical standpoint that the offeror can submit to NCUA.
- (e) The proposal must be signed by an official authorized to commit the firm to a contract.
- (f) The time for acceptance of proposals shall be sixty (60) days from the due date of the proposal.

[End of Provision]

L.7 QUALIFICATIONS OF PROSPECTIVE CONTRACTORS

- (a) Proposals will be considered only from offerors who are regularly established in the business specified and who are financially responsible and able to show evidence of their equipment, facilities, and personnel directly employed or supervised by them to render prompt and satisfactory performance at the time of award. If the offeror intends to subcontract any portion of the operation, it must be so stated in the proposal (see paragraph (d) below). The qualifications of the identified subcontract(s) will then be considered in place of those of the prime contractor.
- (b) A detailed statement of the prime contractor's and all subcontractor's abilities must be included as part of the proposal.
- (c) During evaluation of the proposals, NCUA may make an on-site inspection of the potential contractor's existing facilities. This will be performed at the option of NCUA.
- (d) To the extent that a prospective contractor proposes to perform the contract by subcontracting, determinations regarding the responsibility of the prospective subcontractors generally should be made by the prospective prime contractor. A prospective prime contractor is required to:
 - (1) Provide written evidence regarding the responsibility of proposed subcontractors, or
 - (2) Show that the prime contractor has an acceptable and effective purchasing and subcontracting system which includes a method for determining subcontractor responsibility.
- (e) Notwithstanding the general ability of a prospective contractor to demonstrate the responsibility of its prospective subcontractors, NCUA may make a direct determination of the responsibility of one or more prospective subcontractors prior to award by inspection of the subcontractor's facilities. Competency in performing comparable contracts, demonstration of acceptable financial resources, personnel staffing, plant facilities, equipment, and supply sources will be considered in determining the offer

accepted.

[End of Provision]

L.8 PREPARATION OF OFFERS AND PROPOSAL SUBMISSION

- (a) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (b) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- (c) Time, if stated as number of days, will include Saturdays, Sundays, and holidays,
- (d) Proposals must set forth full, accurate, and complete information.
- (e) Proposals must be electronically submitted to the following address:

SHARON HOLEMAN
Contract Specialist
Division of Procurement and Facilities Mgmt.
National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314
sharonh@ncua.gov

PROPOSALS FOR RFP NO: NCUA-11-R-0004

- (f) Proposals will be accepted at the above address until 4:00pm, Washington DC time, on 1/9/2012. Proposals received after this time and date will be processed as late proposals.
- (g) Proposals are to consist of the following:

(1) Business Management Section

- (a) Part I – Cover Letter
- (b) Part II – Technical Proposal

This section shall address the offeror's approach to meeting the technical requirements of the solicitation. Information should be presented in as much detail as practical. The technical proposal should contain, at a minimum:

See Section "C" of RFP

- (c) Part III – Representations, Certifications, and Other Statements of Offerors. The offeror must check or complete all applicable boxes or blocks in Section K of the solicitation document and submit the full section as part of the proposal.

(2) Pricing Section

Pricing proposal is to be submitted separately from Part I, II, and III,

- (h) Proposals shall be typed on paper no longer than 8-1/2 by 11 inches long using one side only. Elaborate art work and expensive paper and bindings are neither necessary nor desired.

[End of Provision]

L.9 INQUIRIES

Inquiries concerning the solicitation document and/or any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., should be submitted in writing to SHARON HOLEMAN citing the particular RFP part and paragraph. Inquiries should be submitted with sufficient time allowed for a reply to reach offerors before the submission of the offer. The mailing address is:

National Credit Union Administration
Division of Procurement and Facilities Management
1775 Duke Street
Alexandria, VA 22314
sharonh@ncua.gov

Oral explanations or instructions given before the award of the contract will not be binding. Any response to inquiries given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation of the lack of such information would be prejudicial to uninformed offerors. Responses will be provided giving due regards to proper protection of proprietary information.

Offerors are instructed specifically to contact only SHARON HOLEMAN at Sharonh@NCUA.gov in connection with any aspect of this requirement prior to contract award(s). Proposals and all correspondence relating to the solicitation document must be submitted to her.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions in Section “I” by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

GENERAL FACTORS: The evaluation will consist of independent reviews of management experience, price, and a consolidation of the scores. Proposals will be evaluated in accordance with the statement of work see section “C” of RFP. All proposals deemed technically acceptable will then be evaluated on the cost proposal submitted. Best Value will be a factor in the award decision.

MAXIMUM TECHNICAL SCORE:	80 points
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M.3 Price Evaluation should include the categories outlined in Section B of the RFP.

Pricing	20 points
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TOTAL POINTS POSSIBLE	100 points
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